

MONO COUNTY LICENSE AGREEMENT

1. DEFINITIONS

The capitalized terms used in this document shall have the following meanings:

“COUNTY” is the County of Mono, a political subdivision of the State of California. COUNTY is the designer, developer, and rightful owner of the copyrighted PRODUCT(s) enclosed with the right to License, sell and distribute the PRODUCT(s).



“LICENSEE” is a person, an organization, a corporation, a government entity, or other legal entity obtaining the independent right to use the PRODUCT(s).

“PRODUCT” is COUNTY’s propriety database(s) in digital form and its documentation. PRODUCT does not mean hard copy maps and reports derived from the PRODUCT.

2. LICENSE GRANT

A. COUNTY is the designer, developer, and rightful owner of the copyrighted PRODUCT(s) enclosed with the right to sell and distribute the PRODUCT(s) and shall retain all rights, title, interest and copyright in the PRODUCT(s).

B. COUNTY hereby grants to LICENSEE and LICENSEE hereby accepts from COUNTY, a non-exclusive, non-transferable License to use the PRODUCT(s) only in the normal course and scope of its own business activity and for no other purpose whatsoever. The PRODUCT(s) are provided solely and exclusively for the internal use of the LICENSEE and not for use by any other person, organization, corporation, or government entity, including, but not limited to, any said person or entity which is affiliated with the LICENSEE unless included in the term LICENSEE.

C. LICENSEE may not re-market, re-license, give away, trade, barter, disclose, transfer, lease, assign, distribute or otherwise provide unauthorized third party access to the PRODUCT(s) in whole or in part, unless COUNTY gives LICENSEE its prior written consent to do so in a separate agreement for distribution rights entered into between LICENSEE and COUNTY.

D. LICENSEE may copy the PRODUCT(s) for archival purposes. LICENSEE may translate the PRODUCT(s) into other formats and/or media. These reformats shall be subject to the same restrictions as the PRODUCT(s) under this agreement.

E. LICENSEE may use the PRODUCT(s) only on computer equipment owned or leased by LICENSEE.

F. Graphical displays and printed tabular listings derived from the PRODUCT(s) may be used in publications, reports, and presentations provided that notice of copyright is shown in the form of the statement:

***“Portions of this DERIVED PRODUCT contain geographic information
copyrighted by the County of Mono, California. All Rights Reserved.”***

3. TERM

A. By licensing this PRODUCT, you have agreed to the terms and conditions contained in this Agreement. These terms and conditions shall commence on the date the PRODUCT(s) are licensed and shall continue until: (i) LICENSEE elects to discontinue use of the PRODUCT(s) and terminates this Agreement, or (ii) upon COUNTY’s termination of this Agreement due to breach by LICENSEE, whichever occurs first.

B. If LICENSEE fails to comply with any of the terms and conditions provided herein, COUNTY may at its option, and in addition to any other remedies that it may be entitled to, terminate LICENSEE’s use of the PRODUCT(s) by written notice to such effect and LICENSEE shall return all copies of the PRODUCT(s) to COUNTY within 7 days of receipt of said written notice.

4. ASSIGNMENT

No interest herein may be assigned or transferred, in whole or in part, without the prior written consent of COUNTY and any attempt to do so shall be a material breach of this Agreement and shall render such assignment null and void.

5. LIMITATION OF LIABILITY

COUNTY shall not be liable for any activity involving the installation of the PRODUCT(s), its use, nor the results obtained from such use. IN NO EVENT SHALL COUNTY BE LIABLE TO LICENSEE OR ITS CUSTOMERS OR END USERS FOR ANY DAMAGE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE OF SOFTWARE, CLAIMS BY THIRD PARTIES, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT(s)), EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

6. DISCLAIMER OF WARRANTY

NEITHER COUNTY NOR ITS SOURCES OF INFORMATION GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED IN THE PRODUCT AND SHALL NOT BE LIABLE TO LICENSEE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS PERSONNEL, CONSULTANTS, OR SOURCES OF INFORMATION, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION CONTAINED IN THE PRODUCT. THE COUNTY IS PROVIDING THE PRODUCT TO LICENSEE WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE PRODUCT IS PROVIDED "AS IS."

7. INDEMNIFICATION

LICENSEE agrees to defend, indemnify, and hold COUNTY harmless from and against any loss, cost, damage or expense, including reasonable attorneys' fees, resulting from or related to any claim or action which relates to (i) LICENSEE'S use of the PRODUCT, or (ii) this Agreement.

8. MISCELLANEOUS

A. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties as to the matter set forth herein and supercedes any previous agreements, understandings, or arrangements, oral or written, between the parties related to the subject matter of this Agreement. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

B. Governing Law. This document shall be construed in accordance with, and its performance governed by, the laws of the State of California. Venue shall rest solely in the County of Mono, State of California. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is finally held to be unenforceable, that provision will be deleted from this Agreement but will not affect the validity of the remainder of this Agreement. LICENSEE expressly agrees that every limitation of liability, disclaimer of warranty, and exclusion of damages in this Agreement is severable and independent of any other such provision, may be enforced as such, and will remain in effect even if a remedy of LICENSEE is held to have failed of its essential purpose. All rights not specifically granted in this Agreement are reserved by COUNTY.

C. Headings. The headings in this Agreement are only for the convenience of the parties.